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UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

Tammara Wade,

Plaintiff,

vs.

**Legacy Inn & Suites, LLC, and Gaylord
Yost and Jane Doe Yost, a Married
Couple,**

Defendants.

No.

VERIFIED COMPLAINT

Plaintiff, Tammara Wade (“Plaintiff” or “Tammara Wade”), sues the Defendants Legacy Inn & Suites, LLC and Gaylord Yost and Jane Doe Yost (“Defendants” or “Best Western Legacy Inn & Suites”) and alleges as follows:

PRELIMINARY STATEMENT

1. This is an action for unpaid minimum wages, liquidated damages, attorneys’ fees, costs, and interest under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, et seq.; unpaid minimum wage under the Arizona Minimum Wage Act (“AMWA”), Arizona Revised Statutes (“A.R.S.”) Title 23, Chapter 2, Article 8; and

1 unpaid wages under the Arizona Wage Act (“AWA”), A.R.S. Title 23, Chapter 2, Article
2 7.

3 2. The FLSA was enacted “to protect all covered workers from substandard
4 wages and oppressive working hours.” Barrentine v. Ark Best Freight Sys. Inc., 450 U.S.
5 728, 739 (1981). Under the FLSA, employers must pay all non-exempt employees a
6 minimum wage of pay for all time spent working during their regular 40-hour
7 workweeks. See 29 U.S.C. § 206(a). Under the FLSA, employers must pay all non-
8 exempt employees one and one-half their regular rate of pay for all hours worked in
9 excess of 40 hours in a workweek. See 29 U.S.C § 207.
10

11
12 3. The AMWA, A.R.S § 23-363, et seq., establishes a minimum wage within
13 the State of Arizona.

14 4. The AWA, A.R.S. § 23-350, et seq., establishes standards for wage
15 payments to employees within the State of Arizona.
16

17 **JURISDICTION AND VENUE**

18 5. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 and
19 29 U.S.C. § 201, *et seq.* because this civil action arises under the Constitution and law of
20 the United States. This Court also has subject matter jurisdiction pursuant 28 U.S.C. §
21 1367 because the state law claims asserted herein are so related to claims in this action
22 over which this Court has subject matter jurisdiction that they form part of the same case
23 or controversy under Article III of the United States Constitution.
24

25 6. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(ii) because
26 acts giving rise to the claims of Plaintiff occurred within the District of Arizona, and
27

1 Defendants regularly conduct business in and have engaged in the wrongful conduct
2 alleged herein – and, thus, are subject to personal jurisdiction in – this judicial district.

3 **PARTIES**

4 7. At all times material to the matters alleged in this Complaint, Plaintiff was
5 an individual residing in Maricopa County, Arizona, and is a former employee of
6 Defendants.
7

8 8. At all material times, Legacy Inn & Suites, LLC was a limited liability
9 company duly licensed to transact business in the State of Arizona. At all material times,
10 Defendant Legacy Inn & Suites, LLC does business, has offices, and/or maintains agents
11 for the transaction of its customary business in Maricopa County, Arizona.
12

13 9. At all relevant times, Defendant Legacy Inn & Suites, LLC owned and
14 operated as “Best Western Legacy Inn & Suites,” a hotel doing business in Maricopa
15 County, Arizona.
16

17 10. Under the FLSA, Defendant Legacy Inn & Suites, LLC is an employer.
18 The FLSA defines “employer” as any person who acts directly or indirectly in the interest
19 of an employer in relation to an employee. At all relevant times, Defendant Legacy Inn
20 & Suites, LLC had the authority to hire and fire employees, supervised and controlled
21 work schedules or the conditions of employment, determined the rate and method of
22 payment, and maintained employment records in connection with Plaintiff’s employment
23 with Defendants. As a person who acted in the interest of Best Western Legacy Inn &
24 Suites in relation to the company’s employees, Defendant Legacy Inn & Suites, LLC is
25 subject to liability under the FLSA.
26
27

1 11. Defendants Gaylord Yost and Jane Doe Yost are, upon information and
2 belief, husband and wife. They have caused events to take place giving rise to the claims
3 in this Complaint as to which their marital community is fully liable. Gaylord Yost and
4 Jane Doe Yost are owners of Best Western Legacy Inn & Suites and were at all relevant
5 times Plaintiff's employers as defined by the FLSA, 29 U.S.C. § 203(d).
6

7 12. Under the FLSA, Defendants Gaylord Yost and Jane Doe Yost are
8 employers. The FLSA defines "employer" as any person who acts directly or indirectly
9 in the interest of an employer in relation to an employee. At all relevant times,
10 Defendants Gaylord Yost and Jane Doe Yost had the authority to hire and fire employees,
11 supervised and controlled work schedules or the conditions of employment, determined
12 the rate and method of payment, and maintained employment records in connection with
13 Plaintiff's employment with Defendants. As persons who acted in the interest of Best
14 Western Legacy Inn & Suites in relation to the company's employees, Defendants
15 Gaylord Yost and Jane Doe Yost are subject to individual liability under the FLSA.
16
17

18 13. Plaintiff is further informed, believes, and therefore alleges that each of the
19 Defendants herein gave consent to, ratified, and authorized the acts of all other
20 Defendants, as alleged herein.
21

22 14. Defendants, and each of them, are sued in both their individual and
23 corporate capacities.
24

25 15. Defendants are jointly and severally liable for the injuries and damages
26 sustained by Plaintiff.
27

1 16. At all relevant times, Plaintiff was an “employee” of Defendants as defined
2 by the FLSA, 29 U.S.C. § 201, *et seq.*

3 17. The provisions set forth in the FLSA, 29 U.S.C. § 201, *et seq.*, apply to
4 Defendants.
5

6 18. At all relevant times, Defendants were and continue to be “employers” as
7 defined by the FLSA, 29 U.S.C. § 201, *et seq.*

8 19. The provisions set forth in the A.R.S. Title 23, Articles 7 and 8 apply to
9 Defendants.
10

11 20. At all relevant times, Plaintiff was an “employee” of Defendants as defined
12 by A.R.S. § 23-362.

13 21. At all relevant times, Defendants were and continue to be “employers” of
14 Plaintiff as defined by A.R.S. § 23-362.
15

16 22. Defendants individually and/or through an enterprise or agent, directed and
17 exercised control over Plaintiff’s work and wages at all relevant times.

18 23. Plaintiff, in her work for Defendants, was employed by an enterprise
19 engaged in commerce that had annual gross sales of at least \$500,000.
20

21 24. At all relevant times, Plaintiff, in her work for Defendants, was engaged in
22 commerce or the production of goods for commerce.

23 25. At all relevant times, Plaintiff, in her work for Defendants, was engaged in
24 interstate commerce.
25

26 26. Plaintiff, in her work for Defendants, regularly handled goods produced or
27 transported in interstate commerce.

FACTUAL ALLEGATIONS

27. Defendants own and/or operate as Best Western Legacy Inn & Suites, an enterprise doing business in Maricopa County, Arizona.

28. Defendant Legacy Inn & Suites, LLC operates one or more Best Western Hotels in Maricopa County, Arizona.

29. Plaintiff was hired by Defendants on or about January 13, 2022 and worked about two shifts during a single workweek.

30. At all relevant times, Plaintiff worked for Defendants until approximately January 14, 2022.

31. At all relevant times, in her work for Defendants, Plaintiff worked as a front desk clerk at the Best Western Legacy Inn & Suites located at 4470 South Power Road, Mesa, AZ 85212.

32. Defendants, in their sole discretion, agreed to pay Plaintiff an hourly rate of \$15.00.

33. Upon information and belief, Plaintiff worked approximately 16 to 20 hours in her sole workweek of employment with Defendant.

34. Defendants failed to compensate Plaintiff any wage whatsoever for the hours she spent working for Defendants during the sole workweek of her employment with Defendant.

35. On or about January 14, 2022, Defendants fired Plaintiff from her employment with Defendants.

1 36. When she was fired, Defendants explicitly instructed her never to set foot
2 on the hotel premises again.

3 37. When she was fired, Defendants had in their possession Plaintiff's address.

4 38. However, Defendants never sent Plaintiff a check for the wages she had
5 earned.
6

7 39. Shortly after having been fired from her job with Defendants, Plaintiff
8 called Defendants' human resources department and asked for her check.

9 40. In response, Defendants' human resources department informed Plaintiff
10 that there was no check for her, and that she was not going to be paid for the work she
11 performed.
12

13 41. As a result of not having paid any wage whatsoever to Plaintiff during her
14 sole workweek of employment with Defendants, Defendants failed to pay the applicable
15 minimum wage to Plaintiff.
16

17 42. As a result of Defendants' failure to compensate Plaintiff any wage
18 whatsoever her final week of work, Defendants violated 29 U.S.C. § 206(a).

19 43. As a result of Defendants' failure to compensate Plaintiff any wage
20 whatsoever for her final week of work, Defendants violated the AMWA, A.R.S. § 23-
21 363.
22

23 44. As a result of Defendants' failure to compensate Plaintiff any wage
24 whatsoever for her final week of work, Defendants violated the AWA, A.R.S., § 23-351.
25

26 45. Plaintiff was a non-exempt employee.
27

1 46. Defendants refused and/or failed to properly disclose to or apprise Plaintiff
2 of her rights under the FLSA.

3 47. Plaintiff is a covered employee within the meaning of the FLSA.

4 48. Defendants refused and/or failed to properly disclose to or apprise Plaintiff
5 of her rights under the FLSA.
6

7 49. Defendants individually and/or through an enterprise or agent, directed and
8 exercised control over Plaintiff's work and wages at all relevant times.

9 50. Due to Defendants' illegal wage practices, Plaintiff is entitled to recover
10 from Defendants compensation for unpaid minimum wages, an additional amount equal
11 amount as liquidated damages, interest, and reasonable attorney's fees and costs of this
12 action under 29 U.S.C. § 216(b).
13

14 51. Due to Defendants' illegal wage practices, Plaintiff is entitled to recover
15 from Defendants compensation for unpaid wages, an additional amount equal to twice the
16 unpaid minimum wages as liquidated damages, interest, and reasonable attorney's fees
17 and costs of this action under A.R.S § 23-363.
18

19 52. Due to Defendants' illegal wage practices, Plaintiff is entitled to recover
20 from Defendants compensation for her unpaid wages at an hourly rate, to be proven at
21 trial, in an amount that is treble the amount of her unpaid wages, plus interest thereon,
22 and her costs incurred under A.R.S. § 23-355.
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24
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COUNT ONE: FAIR LABOR STANDARDS ACT
FAILURE TO PAY MINIMUM WAGE

53. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

54. As a result of not paying Plaintiff any wage whatsoever for the hours she worked in her sole workweek of employment, Defendants failed or refused to pay Plaintiff the FLSA-mandated minimum wage.

55. Defendants' practice of failing or refusing to pay Plaintiff at the required minimum wage rate violated the FLSA, 29 U.S.C. § 206(a).

56. Plaintiff is therefore entitled to compensation for the full applicable minimum wage at an hourly rate, to be proven at trial, plus an additional equal amount as liquidated damages, together with interest, reasonable attorney's fees, and costs.

WHEREFORE, Plaintiff, Tammara Wade, respectfully requests that this Court grant the following relief in Plaintiff's favor, and against Defendants:

- A. For the Court to declare and find that the Defendants violated minimum wage provisions of the FLSA, 29 U.S.C. § 206(a) by failing to pay proper minimum wages;
- B. For the Court to award Plaintiff's unpaid minimum wage damages, to be determined at trial;
- C. For the Court to award compensatory damages, including liquidated damages pursuant to 29 U.S.C. § 216(b), to be determined at trial;
- D. For the Court to award prejudgment and post-judgment interest;

1 E. For the Court to award Plaintiff reasonable attorneys' fees and costs of the
2 action pursuant to 29 U.S.C. § 216(b) and all other causes of action set
3 forth herein;

4 F. Such other relief as this Court shall deem just and proper.
5

6 **COUNT TWO: ARIZONA MINIMUM WAGE ACT**
7 **FAILURE TO PAY MINIMUM WAGE**

8 57. Plaintiff realleges and incorporates by reference all allegations in all
9 preceding paragraphs.

10 58. As a result of not paying Plaintiff any wage whatsoever for the hours she
11 worked in her sole workweek of employment, Defendants failed or refused to pay
12 Plaintiff the Arizona minimum wage.
13

14 59. Defendant's practice of failing or refusing to pay Plaintiff at the required
15 minimum wage rate violated the AMWA, 23-363.

16 60. Plaintiff is therefore entitled to compensation for the full applicable
17 minimum wage at an hourly rate, to be proven at trial, plus an additional amount equal to
18 twice the underpaid wages as liquidated damages, together with interest, reasonable
19 attorney's fees, and costs.
20

21 **WHEREFORE**, Plaintiff, Tammara Wade, respectfully requests that this Court
22 grant the following relief in Plaintiff's favor, and against Defendants:
23

24 A. For the Court to declare and find that the Defendant violated minimum
25 wage provisions of the AMWA, A.R.S. § 23-363 by failing to pay proper
26 minimum wages;
27

1 B. For the Court to award Plaintiff's unpaid minimum wage damages, to be
2 determined at trial;

3 C. For the Court to award compensatory damages, including liquidated
4 damages pursuant to A.R.S. § 23-364, to be determined at trial;

5 D. For the Court to award prejudgment and post-judgment interest;

6 E. For the Court to award Plaintiff reasonable attorneys' fees and costs of the
7 action pursuant to A.R.S. § 23-364 and all other causes of action set forth
8 herein;
9

10 F. Such other relief as this Court shall deem just and proper.
11

12 **COUNT THREE: ARIZONA WAGE ACT**
13 **FAILURE TO PAY WAGES DUE AND OWING**

14 61. Plaintiff realleges and incorporates by reference all allegations in all
15 preceding paragraphs.

16 62. As a result of the allegations contained herein, Defendants did not
17 compensate Plaintiff wages due and owing to her.
18

19 63. Defendants engaged in such conduct in direct violation of A.R.S. § 23-350.

20 64. As such, unpaid wages for such time Plaintiff worked are owed to Plaintiff
21 for the entire time she was employed by Defendants.

22 65. Plaintiff is therefore entitled to compensation for her unpaid wages at an
23 hourly rate, to be proven at trial, in an amount that is treble the amount of her unpaid
24 wages, plus interest thereon, and her costs incurred.
25
26
27

1 **WHEREFORE**, Plaintiff, Tammara Wade, requests that this Court grant the
2 following relief in Plaintiff's favor, and against Defendants:

- 3 A. For the Court to declare and find that the Defendants violated the unpaid
4 wage provisions of A.R.S. § 23-350, et seq., by failing to pay wages due
5 and owing to Plaintiff;
6
7 B. For the Court to award an amount that is treble Plaintiff's unpaid wages
8 pursuant to A.R.S. § 23-355, in amounts to be determined at trial;
9
10 C. For the Court to award prejudgment and post-judgment interest on any
11 damages awarded;
12
13 D. For the Court to award Plaintiff's reasonable attorneys' fees and costs of
14 the action and all other causes of action set forth in this Complaint; and
15
16 E. Such other relief as this Court deems just and proper.

17 **JURY TRIAL DEMAND**

18 Plaintiff hereby demands a trial by jury on all issues so triable.

19 RESPECTFULLY SUBMITTED this 6th day of April, 2022.

20 BENDAU & BENDAU PLLC

21 By: /s/ Clifford P. Bendau, II


22 Clifford P. Bendau, II

23 Christopher J. Bendau

24 Attorneys for Plaintiff
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26
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VERIFICATION

Plaintiff, Tammara Wade, declares under penalty of perjury that she has read the foregoing Verified Complaint and is familiar with the contents thereof. The matters asserted therein are true and based on her personal knowledge, except as to those matters stated upon information and belief, and, as to those matters, she believes them to be true.

 Wade (Apr 6, 2022 21:28 PDT)
Tammara Wade